

voice, vote or decision making power under the terms of this Partnership, and the other Partner may at his option:

- (a) Declare this Partnership to be terminated; or
- (b) Elect to purchase the defaulting Partner's interest in the Partnership at a price which shall be the aggregate amount of all capital contributions and advances of the defaulting Partner to the Partnership reduced by any sums which the Partnership might owe the defaulting Partner. The non-defaulting Partner shall have the right to purchase the defaulting Partner's interest in the same proportion which his then interest in the profits and losses of the Partnership bears to the then total such interest of the Partners who wish to purchase.

ARTICLE XV.

NO RIGHT OF PARTITION

The Partners hereby agree that no Partner, nor any successor-in-interest to any Partner, shall have the right while this Agreement remains in effect, to have the property of the Partnership partitioned, or to file a complaint or institute any proceedings at law or in equity to have the property of the Partnership partitioned, and each partner, on behalf of himself, his successors, representatives, heirs and assigns, hereby waive any such right.

ARTICLE XVI.

DISSOLUTION OF PARTNERSHIP

(a) The Partnership may be dissolved at any time by an affirmative vote of the Partners holding a majority in interest in the profits and losses of the Partnership. Such dissolution shall take effect on the date specified in the written notice of dissolution, which date, however, shall not be sooner than thirty (30) days after said mailing or delivery of written notice.

(b) Unless sooner terminated pursuant to (a) above, said Partnership shall be terminated on December 31, 2050.

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